

Revised 01/2012

FILED

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS

MAY - 5 2014

Application (1)

U.S. BANKRUPTCY COURT  
BY [Signature] DEPUTY

IN RE:

Cheryl Cummings  
Debtor

5:08-bk-50790  
Bankruptcy Case Number

APPLICATION FOR PAYMENT OF UNCLAIMED FUNDS

Comes now the Claimant identified below to make Application for an Order authorizing payment of unclaimed funds now on deposit in the Treasury of the United States for the benefit of Claimant. Claimant was a creditor/debtor in the above captioned bankruptcy case and has not received payment of these funds which are due and owing to the Claimant. Claimant further states that Claimant is:

Boston Portfolio Advisors	
NAME OF CLAIMANT:	<u>as agent for TERI Loan Holdings, LLC</u>
PHONE NUMBER:	<u>954-938-3000</u> LAST FOUR DIGITS OF SOCIAL SECURITY NO: <u>N/A</u>
MAILING ADDRESS:	<u>800 Corporate Drive, Suite 408</u>
CITY: <u>Ft. Lauderdale</u> STATE: <u>FL</u> ZIP: <u>33334</u>	

and that a dividend in the amount of \$ 262510 was awarded in this case to the claimant, which dividend is currently unclaimed and held by the Clerk of Court.

Claimant certifies that all statements made by Claimant on this Application and any attachments required for this Application are, to the best of Claimant's knowledge, true and correct. Accordingly, Claimant requests the Court to enter an Order authorizing payment of the pro rata dividend due upon this claim.

Date: 5/2/2014

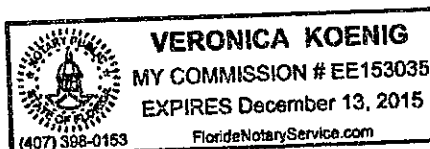
Jennifer Francis  
Claimant's Signature

State of Florida  
County of Broward  
Subscribed and sworn to before me this 2nd day of May, 2014

Veronica Koenig  
Notary Public

My commission expires: 12/13/15

Mail to: United States Bankruptcy Court  
Attn: Annette Anderson, Finance  
615 E. Houston, Suite 546  
San Antonio, TX 78205



**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

**IN RE:**

Cheryl Cummings

Debtor(s)

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5:08-bk-50790

Chapter 13

Bankruptcy Case No.

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on the 2 day of May, 20 14, a copy of the APPLICATION FOR PAYMENT OF DIVIDEND FROM UNCLAIMED FUNDS, and all related attachments, was served on the United States Attorney for the Western District of Texas at the following address:

☐ Austin Division  
US Attorney  
Frost Bank Plaza  
816 Congress, Suite 1000  
Austin, TX 78701

☒ San Antonio Division  
US Attorney  
601 NW Loop 410, Suite 600  
San Antonio, TX 78216

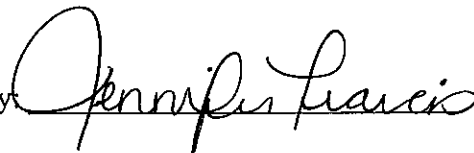
☐ Midland Division  
US Attorney  
400 W. Illinois Street, Suite 1200  
Midland, TX 79701

☐ El Paso Division  
US Attorney  
US Courthouse  
700 E. San Antonio, Suite 200  
El Paso, TX 79901

☐ Waco Division  
US Attorney  
800 Franklin Ave, Suite 280  
Waco, TX 76701

Dated: 5/2/2014


By



**List of Enclosures**

- I. Application for Payment of Unclaimed Funds
- II. Certificate of Service
- III. AO 213 Form
- IV. W-9 Tax Form
- V. Copy of Driver's License: Jennifer Traveis
- VI. Transfer of Claim:  
The Education Resources Institute, Inc. to TERI Loan Holdings, LLC.
- VII. Trustee's Notice to Pay Unclaimed Funds to the Court
- VIII. Certificate of Service for above
- IX. Affidavit of Authorization: TERI Loan Holdings, LLC to Boston Portfolio Advisors
- X. Allonge and Assignment:  
The Education Resources Institute, Inc. to TERI Loan Holdings, LLC.
- XI. Loan Documents for BPA Account Nos.: 1012852  
1014996  
1015965

Western District of Texas  
UNITED STATES BANKRUPTCY COURT

**FILED**  
JUN 28 2012  
U.S. BANKRUPTCY COURT  
BY  CLERK

In re: Cheryl Cummings

Case Number: 08-50790

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. 1111(a). Transferor hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

TERI Loan Holdings, LLC

Name of Transferee

The Education Resources Institute, Inc.

Name of Transferor

Name and address where notices to transferee should be sent:

Boston Portfolio Advisors  
800 Corporate Drive, Suite 800  
Fort Lauderdale, FL 33334

Court Claim # (if known): 11  
Amount of Claim: \$ 32712.24  
Date Claim Filed: 07/25/2008

Phone: 617-217-2878

Phone: 617-217-2878

Last Four Digits of Acct. #: 3842

Last Four Digits of Acct. #: 3842

Name and address where transferee payments should be sent (if different from above):

Boston Portfolio Advisors  
800 Corporate Drive, Suite 408  
Fort Lauderdale, FL 33334

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Kathryn A. Arman

Date: 6/22/12

<b>United States Bankruptcy Court Western District of Texas</b>		
Name of Debtor <b>Cheryl Cummings</b>	Case number <b>08-50790</b>	This space is for Court Use Only
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property):  <b>The Education Resources Institute</b>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent:  <b>The Education Resources Institute PO BOX 848103 Boston, MA 02284-8103</b>	Telephone number: (800) 255-8374	
Account or other number by which creditor identifies debtor:  <b>xxx-xx-3842</b>		
<b>1. Basis for Claim</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal Injury/Wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your SS#: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
<b>2. Date debt was incurred:</b> 5/16/08, 6/9/08, 8/7/07		<b>3. If court judgment, date obtained:</b>
<b>4. Total Amount of Claim at Time Case Filed:</b> \$ 32712.24 If all or part of your claim is secured or entitled to priority, also complete item 6 below. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charge.		
<b>5. Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff).  Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____  Value of Collateral: \$ _____  Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		<b>6. Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____ <small>*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
<b>7. CREDITS:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>8. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>9. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		This Space is for Court Use Only
Date <b>7/25/08</b>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <b>TERI: By K's Bankruptcy Supervisor, /s/ Kathy Amaru</b>	
<small>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571.</small>		

UNITED STATES BANKRUPTCY COURT  
WESTERN DIVISION OF TEXAS  
SAN ANTONIO DIVISION

IN RE  
CHERYL CUMMINGS

CASE NO: BKS-08-50790 G

CHAPTER 13

Debtor

TRUSTEE'S NOTICE TO PAY UNCLAIMED FUNDS TO THE COURT

COMES NOW, Mary K. Viegelaahn, the Chapter 13 Trustee in this case, and reports the following:

1. Debtor filed for relief under Chapter 13 on March 21, 2008. The Court Confirmed Debtor's plan on May 20, 2008.
2. BOSTON PORTFOLIO ADVISORS, (the "Creditor") filed a proof of claim in the above referenced case and the Trustee made payments thereon. Disbursement checks to this creditor have not been negotiated.
3. The Trustee, therefore, believes the unclaimed funds owing the creditor should be paid to the Court, pursuant to Section 347 of the Bankruptcy Code.
4. The Trustee's check for \$2,625.10, payable to the Clerk of the Court, is attached to this notice.

FURTHER, in compliance with Rule 3011 of the Rules of Bankruptcy Procedure and 11 U.S.C. Sec. 347(a), the Trustee files the following list of all known names and addresses of the persons and the accounts to which they are entitled to be paid from the estate.

<u>Name and Address of Creditor</u>	<u>Amount of Disbursement Check</u>
BOSTON PORTFOLIO ADVISORS 800 CORPORATE DR #408 FT LAUDERDALE, FL 33334	\$2,625.10

Respectfully submitted,

/s/ Mary K. Viegelaahn

MARY K. VIEGELAHN  
CHAPTER 13 STANDING TRUSTEE  
909 N.E. Loop 410, Suite 400  
San Antonio, TX 78209  
(210) 824-1460

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

IN RE: CHAPTER 13

CHERYL CUMMINGS

DEBTOR(S) CASE NO.: 08-50790 G

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the attached document was served May 02, 2013  
by First Class Mail, upon the following:

Debtor(s):  
CHERYL CUMMINGS  
9055 SAHARA WOODS  
UNIVERSAL CITY, TX 78148

AND TO THE CREDITORS AND PARTIES IN INTEREST LISTED BELOW:

BOSTON PORTFOLIO ADVISORS  
800 CORPORATE DR #408  
FT LAUDERDALE, FL 33334

Attorney For Debtor(s)  
ROGENA JAN ATKINSON LLC  
P O BOX 90628  
LAW OFFICES OF RJ ATKINSON LLC  
SAN ANTONIO, TX 78209-9088

/S/

\_\_\_\_\_  
Mary K. Viegelaahn  
Chapter 13 Trustee

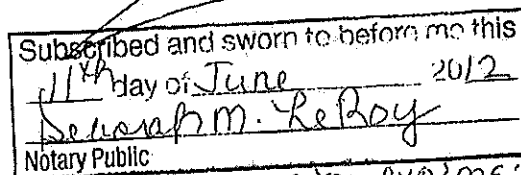
AFFIDAVIT OF AUTHORIZATION

STATE OF MA  
COUNTY OF Suffolk

Eric A.W. Danner being duly sworn, deposes and states as follows:

1. I am an employed by TERI Loan Holdings, LLC, as Manager of the LLC.
2. Pursuant to the Allonge of Endorsement and Agreement of Assignment, and in furtherance of the United States Bankruptcy Court Order, all receivables potentially due to The Education Resources Institute, Inc., were transferred to TERI Loan Holdings, LLC.
3. TERI Loan Holdings, LLC has retained the services of Boston Portfolio Advisors, 225 Franklin Street, 26<sup>th</sup> Floor, Boston, Massachusetts, as the exclusive agent for the management, collection, and resolution of the portfolio of receivables potentially due.
4. Boston Portfolio Advisors has been provided with all the business records, which were maintained by me in the regular course of business, in the prior proceedings.

Sworn to before me this  
11<sup>th</sup> day of June, 2012



Notary Public

CERTIFICATE OF  
CONFORMITY

STATE OF Massachusetts  
COUNTY OF Suffolk

The undersigned attorney, does hereby certify that they are an attorney-at law admitted to practice in the State of Massachusetts and that the acknowledgment executed by Deborah LeRay (notary) on the 11<sup>th</sup> day of June, 2012 to the affidavit was taken in the manner prescribed by and in conformity with the laws of the state which is the place where the acknowledgment was taken.

IN WITNESS WHEREOF, I have hereunto set my hand this 11<sup>th</sup> day of  
June, 2012

Julie Pistorino  
Name: Julie Pistorino  
Attorney-At-Law



ALLORGE OF ENDORSEMENT AND AGREEMENT OF ASSIGNMENT

Recitations and Representations

1. This Note is transferred pursuant the Modified Fourth Amended Joint Plan of Reorganization of The Education Resources Institute, Inc. ("TERI") and the Official Committee of Unsecured Creditors dated as of August 26, 2010 (the "Plan"), which was confirmed by entry of an order of confirmation of the United States Bankruptcy Court for the District of Massachusetts on October 9, 2010. Section 6.3(d) of the Plan provides for the transfer from TERI to the TERI Plan Trust of all its right, interest, and title in TERI's assets, including, without implied limitation, any and all student loan notes owned or held by TERI as of the Plan's "Effective Date" as therein defined ("Notes").

2. For the purpose of implementing Section 6.3(d) of the Plan, TERI and the TERI Plan Trust entered into that certain Assignment Agreement dated as of November 19, 2010 (as amended and supplemented, the "Assignment Agreement"). On the Effective Date and on the date hereof, TERI represents that it is the owner of all legal and equitable interests in and rights to and under the Notes transferred pursuant to the Assignment Agreement, including without implied limitation the Note to which this instrument is affixed.

3. The parties acknowledge the transfer of the rights of TERI Plan Trust to receive title to the Notes under the Assignment Agreement to TERI Loan Holdings LLC, a wholly owned subsidiary of TERI Plan Trust (sometimes herein, "Holdings").

4. This instrument shall be applicable to all Notes conveyed by the Assignment Agreement. A copy of this instrument may be affixed to each such Note; provided, however, that the failure to affix a copy of this instrument to any such Note shall in no way limit or impair the validity of the transfer of any such Note to Holdings, or the rights of the Holdings, under any such Note.

Endorsement

Pay to the order of TERI Loan Holdings LLC, without representations or warranties, express or implied, and without recourse, express or implied, of any type, kind, character or nature except as may be specifically set forth in the Plan or Assignment Agreement.

Confirmatory Assignment

For the avoidance of doubt, if this instrument is appended to any documentation evidencing an obligation to pay money which does not technically constitute a "promissory note" under applicable law, the undersigned does hereby sell, assign, transfer and convey all of the rights of the undersigned therein to TERI Loan Holdings LLC, which assignment shall be on the same terms as, and as evidence of, the transfer required by the Assignment Agreement.

General

In the event that any Note or documentation endorsed or assigned hereby is in electronic form, this instrument shall be deemed affixed thereto when placed within the electronic file

containing the copy of, or data constituting, the record of such Note or documentation, to the same extent as if physically attached to a tangible instrument or document.

By execution hereof, TERI further confirms that, pursuant to section 8 of the Assignment Agreement, TERI Plan Trust possesses the power of attorney therein described relative to all Notes assigned and conveyed under such Assignment Agreement, and the undersigned hereby consents to TERI Plan Trust assigning such power to Holdings.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 9 day of March, 2012.

THE EDUCATIONAL RESOURCES INSTITUTE, INC.

By: 

William Davidson

Senior Vice President and Chief Financial Officer



American Education Services

American Education Services  
Guarantor/Insurer Relations  
1200 North Seventh Street • Harrisburg, PA 17102-1444  
Phone: 717-720-3300 • Fax: 717-720-3928 or 717-720-3921  
www.aesSuccess.org

## ASSIGNMENT OF RIGHTS

QSO

Borrower's Name: CHERYL L CUMMINGS

Borrower's Social Security Number: ██████ 3842

Disbursement Date: 05/16/06

Current Owner: 122962PM NCT

For the value received, the undersigned hereby assigns and transfers all right, title and interest arising from this note to The Education Resources Institute (TERI) without recourse or warranty.

By: Patricia Walton Date: 4/28/08  
(Patricia Walton)  
Supervisor, Guarantor/Insurer Relations

**\* Gradworthy Student \* Loan Request/Credit Agreement - Signature Page**

**NON-NEGOTIABLE CREDIT AGREEMENT - THIS IS A CONSUMER CREDIT TRANSACTION**

**LOAN/PROGRAM INFORMATION**

Active Education Loan

Academic Period: 08/2006-05/2007

Lender: Charter One Bank, N.A.

School: SAINT PHILIP'S COLLEGE

Loan Amount Requested: \$11000.00

Repayment Option: Immediate Repayment

Deferral Period Margin: 5.65

Repayment Period Margin: 5.65

Loan Origination Fee Percentage: 9.00

**STUDENT BORROWER INFORMATION (must be at least 18 years of age)**

Borrower Name: Cheryl L. Cummings

Home Address: 8055 Sahara Woods Universal City, TX 78148

Social Security #: 3842

Date of Birth: [REDACTED]

Home Telephone: 2102807953

Current Employer: CHECK N GO

Employer Telephone: 2108810087

Current Position: Office Staff

Years There: 0 Years 5 Months

Years of Previous Employment: 4 Years

Alimony, child support, or separate maintenance incomes do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.

Student Citizenship (check one box): ☒ U.S. Citizen

☐ Eligible Non-Citizen (Attach front & back copy of CIS or student visa card)  
Reference Form ID #: (200) 462-3083 Work Tel #:

Personal Reference Name: Debbie Reid

Reference Street Address: 8080 West 84th

Reference City/State/Zip: Houston, TX 77061

By my signature, I certify that I have read, understand and agree to the terms of and undertake the obligations set forth on all four (4) pages of this Loan Request/Credit Agreement AB-06-07-CRWO.10DC.0206 ("Credit Agreement"). I understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment. This Credit Agreement is signed under oath. I understand that I am not required to fix my form to subject to penalties, which may include fines or imprisonment. I intend: (i) my fix or electronic signature to be an electronic signature under applicable federal law; (ii) my fix or electronic signature to be an original document; (iii) to conduct and share fix; (iv) my fix or electronic signature to be an original document; and (v) that this Credit Agreement will not be governed by Article 3 of the Uniform Commercial Code, and my obligations under this Credit Agreement will not be subject to, but any transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.

**For purposes of the following section, "you" means the Borrower, not the Lender.**

**FOR ALABAMA RESIDENTS: CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

**FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER:**

- (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS CREDIT AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

**PLEASE SIGN BELOW - RETURN This Page With Proof of Income and Other Information (if applicable) - FAX TO: 800-704-0408**

Signature of Borrower

*Cheryl Cummings*

Date: 11 May 2006

AB-06-07-CRWO.10DC.0206 LENDER COPY  
PN01\_RF\_06-07\_CRWO\_F\_X\_CUMMINGS\_A103789136.pdf

AVJUIM

**NOTE DISCLOSURE STATEMENT**

\$ 12,087.91  
03789136  
 Loan No.

Borrower(s) CHERYL L CUMMINGS

Student: CHERYL L CUMMINGS  
 Date: May 16, 2006

CHERYL L CUMMINGS  
 9035 SAHARA WOODS  
 UNIVERSAL CITY, TX 75148 USA

Lender Name and Address:  
CHARTER ONE BANK, N.A.  
725 CANTON STREET  
NORWOOD, MA 02062

This disclosure statement relates to your Loan Note disbursed on May 16, 2006. Because your Loan is either being disbursed or entering repayment, or the repayment terms are being modified, the following information about your Loan is being given to you.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments scheduled.
<u>11.924</u> %	\$ <u>17,927.20</u>	\$ <u>11,000.00</u>	\$ <u>28,927.20</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
<u>340</u>	\$ <u>120.53</u>	On the <u>16th</u> day of each month beginning <u>6/20/06</u>

**VARIABLE RATE:** The Annual Percentage Rate, which is based on an index plus a margin, may increase during the term of the loan if the index rate increases. The index is (check one):

- ☐ Prime Rate Index Adjusted Monthly - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar month.
- ☐ Prime Rate Index Adjusted Quarterly - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar quarter.
- ☐ LINDOR Index Adjusted Quarterly - The average of the one-month London Interbank Offered Rates published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the first business day of each of the three (3) calendar months immediately preceding the first day of each calendar quarter.
- ☒ 3-MONTH Index Adjusted Monthly - The one-month London Interbank Offered Rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the first business day of each calendar month.

Any increase in the index and the Annual Percentage Rate which occurs while principal payments are deferred will increase the amount of any current and all future payments. Any increase in the index and the Annual Percentage Rate which occurs while principal and interest payments are deferred will increase the amount of all future payments. Any increase in the index and the Annual Percentage Rate which occurs after you have begun to make principal and interest payments on your loan will increase the amount of your future principal and interest payments beginning with your next annual payment adjustment date. For example, assume you obtain a loan in your junior year, in the amount of \$10,000, at an interest rate of 10%, and you defer principal and interest payments until after your graduation, and the repayment term of the loan is 20 years. If the interest rate increased to 12% on January 1st of your senior year, the interest which accrues while principal and interest payments are deferred will increase by \$91.01, and your monthly principal and interest payments would increase by \$9.37.

**LATE CHARGES:** If a payment is more than 15 days late, you may be charged \$5.00 or 3% of the payment, whichever is less. If you default, Lender (or any subsequent holder or any subsequent holder of your Loan Note) may increase the margin used to compute the Annual Percentage Rate by two percentage points (2%).

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

**Estimates:** All numerical disclosures except the late payment disclosure are estimates.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, any security interest and prepayment refunds and penalties.

Principal Amount of Note (Amount Financed plus Prepaid Finance Charge) \$ 12,087.91

Itemization of Amount Financed

Amount paid to CHERYL L CUMMINGS

\$ 11,000.00

Amount paid to

\$

Total Amount Financed

\$ 11,000.00

Itemization of Prepaid Finance Charge

Origination Fee

\$ 1,087.91

Total Prepaid Finance Charge(s)

\$ 1,087.91



American Education Services  
Guarantor/Insurer Relations  
1200 North Seventh Street • Harrisburg, PA 17102-1444  
Phone: 717-720-3300 • Fax: 717-720-3928 or 717-720-3921  
www.aesSuccess.org

## ASSIGNMENT OF RIGHTS

#003

Borrower's Name: CHERYL L CUMMINGS

Borrower's Social Security Number: ██████ 3842

Disbursement Date: 06/07/07

Current Owner: 122962QC NCT

For the value received, the undersigned hereby assigns and transfers all right, title and interest arising from this note to The Education Resources Institute (TERI) without recourse or warranty.

By: Patricia Walton Date: 4/28/08  
(Patricia Walton)  
Supervisor, Guarantor/Insurer Relations

**NON-NEGOTIABLE CREDIT AGREEMENT - THIS IS A CONSUMER CREDIT TRANSACTION**

<b>LOAN INFORMATION</b>	
Active Undergraduate Loan	Academic Period: 08/2007-06/2008
Lender: Charter One Bank, N.A.	School: SAINT PHILIP'S COLLEGE
Loan Amount Requested: \$13700.00	Repayment Option: Full Deferral
Deferral Period Margin*: 5.65	Repayment Period Margin*: 5.65
Loan Origination Fee Percentage: 10.50	
*Variable interest rate equals the LIBOR Index plus the Margin (see paragraph D.2).	

<b>BORROWER INFORMATION</b>	
Borrower Name: Cheryl L. Cummings	Home Address: 8055 Sahara Woods Universal City, TX 78148
Social Security #: [REDACTED] 3842	Date of Birth: [REDACTED]
Mobile Telephone: [REDACTED]	Home Telephone: (210) 666-4525
Current Employer: WESTBROOK ENGINEERING	E-mail Address: [REDACTED]
Current Position: Office Staff	Employer Telephone: (210) 400-8661
Years of Previous Employment: 4 Years	Years There: 9 Months <i>CLE</i>
Alimony, child support, or separate maintenance income do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.	
Student Citizenship (check one box): <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> Eligible Non-Citizen (Attach front & back copy of OIS or student visa card)	
Personal Reference Name: [REDACTED]	Reference Home Tel #: (202) 482-8353
Reference Street Address: [REDACTED]	Work Tel #: (202) 893-5311
Reference City/State/Zip: [REDACTED]	

By my signature, I certify that I have read, understood and agree to the terms of and undertake the obligations set forth on all four (4) pages of this Loan Request/Credit Agreement AB-07-08-CRWO-10DC-1106 ("Credit Agreement"). I understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment. This Credit Agreement is signed under seal. I understand that I am not required to fix my signature on or to sign electronically this Credit Agreement and any related notices that require signatures. If I choose to fix my signature on or to sign electronically this Credit Agreement and any related notices that require signatures, I intend: (i) my fix or electronic signature to be an electronic signature under applicable federal and state law, (ii) my fix or electronic signature to be the electronic record of this Credit Agreement and related notices to be an original document, (iii) to conduct business with the Lender by electronic records and electronic signatures, and (iv) that this Credit Agreement will not be governed by Article 9 of the Uniform Commercial Code; and my obligations under this Credit Agreement will not be subject to, but my transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.

**FOR PURPOSES OF THE FOLLOWING NOTICE, "YOU" MEANS THE BORROWER, NOT THE LENDER.**

**FOR ALABAMA RESIDENTS: CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

**FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER:**

- (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS CREDIT AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signature of Borrower

*Cheryl Cummings*

Date

*1 June 2007*

AB-07-08-CRWO-10DC-1106

LENDER COPY

PN01\_RF\_07-08\_CRWO\_F\_X\_CUMMINGS\_A105070822.pdf

AVJUOP

**NOTE DISCLOSURE STATEMENT**

\$ 15,307.26  
05079822  
 Loan No.

Borrower(s) CHERYL L. CUMMINGS

Student: CHERYL L. CUMMINGS  
 Date: June 7, 2007

CHERYL L. CUMMINGS  
 5055 SAHARA WOODS  
 UNIVERSAL CITY, TX 78148 USA

Lender Name and Address:  
CHARTER ONE BANK, N.A.  
725 CANTON STREET  
NORWOOD, MA 02062

This disclosure statement relates to your Loan Now disclosed on June 7, 2007. Because your Loan is either being disbursed or entering repayment, or the repayment terms are being modified, the following information about your Loan is being given to you.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate. 12.700 %	The dollar amount the credit will cost you. \$ 35,893.60	The amount of credit provided to you or on your behalf. \$ 13,700.00	The amount you will have paid when you have made all payments scheduled. \$ 49,593.60

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
240	\$ 206.64	On the 1st day of each month beginning 1/2010

**VARIABLE RATE:** The Annual Percentage Rate, which is based on an index plus a margin, may increase during the term of the loan if the index rate increases. The index is (check one):

- ☐ Prime Rate Index Adjusted Monthly - The highest U.S. bank prime rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the last business day of each calendar month.
- ☐ Prime Rate Index Adjusted Quarterly - The highest U.S. bank prime rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the last business day of each calendar quarter.
- ☐ LIBOR Index Adjusted Quarterly - The average of the one-month London Interbank Offered Rates published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the first business day of each of the three (3) calendar months immediately preceding the first day of each calendar quarter.
- ☒ LIBOR Index Adjusted Monthly - The one-month London Interbank Offered Rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the first business day of the preceding calendar month.

Any increase in the index and the Annual Percentage Rate which occurs while principal payments are deferred will increase the amount of any current and all future payments. Any increase in the index and the Annual Percentage Rate which occurs while principal and interest payments are deferred will increase the amount of all future payments. Any increase in the index and the Annual Percentage Rate which occurs after you have begun to make principal and interest payments on your loan will increase the amount of your future principal and interest payments beginning with your next annual payment adjustment date. For example, assume you obtain a loan in your junior year, in the amount of \$10,000, at an interest rate of 11%, and you defer principal and interest payments until after your graduation, and the repayment term of the loan is 20 years. If the interest rate increased to 13% on January 1st of your senior year, the interest which accrues while principal and interest payments are deferred will increase by \$91.01, and your monthly principal and interest payments would increase by \$9.37.

**LATE CHARGES:** If a payment is more than 15 days late, you may be charged \$5.00 or 5% of the payment, whichever is less. If you default, Lender (or any subsequent holder of your Loan Note) may increase the margin used to compute the Annual Percentage Rate by two percentage points (2%).

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

**Estimates:** All numerical disclosures except the late payment disclosure are estimates.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, any security interest and prepayment refunds and penalties.

Principal Amount of Note (Amount Financed plus Prepaid Finance Charge) \$ 15,307.26

Itemization of Amount Financed

Amount paid to CHERYL L. CUMMINGS \$ 13,700.00  
 Amount paid to \$ \_\_\_\_\_  
 Total Amount Financed \$ 13,700.00

Itemization of Prepaid Finance Charge

Origination Fee \$ 1,607.26  
 Total Prepaid Finance Charge(s) \$ 1,607.26





American Education Services

American Education Services  
Guarantor/Insurer Relations  
1200 North Seventh Street • Harrisburg, PA 17102-1444  
Phone: 717-720-3300 • Fax: 717-720-3928 or 717-720-3921  
www.aesSuccess.org

## ASSIGNMENT OF RIGHTS

002

Borrower's Name: CHERYL L CUMMINGS

Borrower's Social Security Number: ██████ 3842

Disbursement Date: 06/09/06

Current Owner: 122962TS NCT

For the value received, the undersigned hereby assigns and transfers all right, title and interest arising from this note to The Education Resources Institute (TERI) without recourse or warranty.

By: Patricia Walton Date: 4/28/08  
(Patricia Walton)  
Supervisor, Guarantor/Insurer Relations

**NON-NEGOTIABLE CREDIT AGREEMENT - THIS IS A CONSUMER CREDIT TRANSACTION**

Education One® Education One Undergraduate Loan		Academic Period: 08/2008-08/2009
Lender: JPMorgan Chase Bank, N.A.	School: SAINT PHILIPS COLLEGE	
Loan Amount Requested: \$7000.00	Repayment Option: Interest Only	
Deferment Period Margin: 5.65	Repayment Period Margin: 5.65	Loan Origination Fee Percentage: 0.00

Borrower Name: Cheryl L. Cummings  
Social Security # 3842  
Home Address: 9055 Sahant Woods Universal City, TX 78148  
Date of Birth: [REDACTED]  
Home Telephone: 2102987953  
Employer Telephone: 2106610097  
Current Employer: CHECK N GO  
Current Position: Office staff  
Years at Present Employment: 4 Years  
Years There: 0 Years 5 Months  
Alimony, child support, or separate maintenance incomes do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.  
Borrower Citizenship (check one box): ☒ U.S. Citizen ☐ Eligible Non-Citizen (Attach front & back copy of CIS or student visa card)  
Personal Reference Name: Debbie Bird  
Reference Street Address: 2130 West Fackell  
Reference City/State/Zip: Stockton, CA 95207  
Reference Home Tel #: (209) 492-9363  
Work Tel #: [REDACTED]

By my signature, I certify that I have read, understood and agree to the terms of and undertake the obligations set forth on all four (4) pages of this Loan Request/Credit Agreement BG-04-07-CRW001000C1806 ("Credit Agreement"). I understand that any person who knowingly makes a false statement or misrepresentation on this Agreement is subject to prosecution, which may include fines or imprisonment. This Credit Agreement is signed under seal. I understand that I was not required to be the only person to sign this Credit Agreement and may related person that requires signature. If I choose to fix my signature on this Credit Agreement and any related notices that I sign on this Credit Agreement and any related notice that requires signature, I intend: (i) my signature to be an electronic signature under applicable federal and state law, (ii) any fax or printout of this Credit Agreement and related notices to be an original document, (iii) to conduct business with the Lender by electronic records and electronic signatures, and (iv) that this Credit Agreement will not be governed by Article 3 of the Uniform Commercial Code, and my obligations under this Credit Agreement will not be subject to, but any transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.

For purposes of the following notices, "you" means the Stirraker, not the Leader.

**FOR ALABAMA RESIDENTS: CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

**FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER:**

- FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER:
- (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGE, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

PLEASE SIGN BELOW - RETURN This Page with Proof of Income and Other Information (if applicable) - FAX TO: 800-764-9407

**Signature of Borrower**

Date \_\_\_\_\_

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LENDER COPY

**উদ্ভিদ**

### NOTE DISCLOSURE STATEMENT

S. 4,915.38  
03829485  
 Loan No.

Borrower(s) CHERYL L. CUMMINGS

Student: CHERYL L. CUMMINGS  
 Date: June 9, 2006

CHERYL L. CUMMINGS  
 9055 SAHARA WOODS  
 UNIVERSAL CITY, TX 78148 USA

Lender Name and Address:  
BANK ONE (JP MORGAN CHASE BANK, N.A.)  
100 EAST BROAD STREET  
COLUMBUS, OH 43123

This disclosure statement relates to your Loan Note disbursed on June 9, 2006.  
 Because your Loan is either being disbursed or entering repayment, or the repayment terms are being modified, the following information about your Loan is being given to you.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments schedule.
<u>12.047</u> %	\$ <u>9,028.92</u>	\$ <u>4,473.00</u>	\$ <u>11,501.92</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
<u>35</u>	\$ <u>43.79</u>	On the 9th day of each month beginning <u>7/2006</u>
<u>1</u>	\$ <u>38.87</u>	On the 5th day of each month beginning <u>6/2009</u>
<u>240</u>	\$ <u>49.71</u>	On the 5th day of each month beginning <u>7/2009</u>

**VARIABLE RATE:** The Annual Percentage Rate, which is based on an index plus a margin, may increase during the term of the loan if the index rate increases. The index is (check one):

- ☐ Prime Rate Index Adjusted Monthly - The highest U.S. bank prime rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the last business day of each calendar month.
- ☐ Prime Rate Index Adjusted Quarterly - The highest U.S. bank prime rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the last business day of each calendar quarter.
- ☐ LIBOR Index Adjusted Quarterly - The average of the one-month London Interbank Offered Rates published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the first business day of each of the three (3) calendar months immediately preceding the first day of each calendar quarter.
- ☒ LIBOR Index Adjusted Monthly - The one-month London Interbank Offered Rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the first business day of each calendar month.

Any increase in the index and the Annual Percentage Rate which occurs while principal payments are deferred will increase the amount of any current and all future payments. Any increase in the index and the Annual Percentage Rate which occurs while principal and interest payments are deferred will increase the amount of all future payments. Any increase in the index and the Annual Percentage Rate which occurs after you have begun to make principal and interest payments on your loan will increase the amount of your future principal and interest payments beginning with your next annual payment adjustment date. For example, assume you obtain a loan in your junior year, in the amount of \$10,000, at an interest rate of 11%, and you defer principal and interest payments until after your graduation, and the repayment term of the loan is 20 years. If the interest rate increased to 12% on January 1st of your senior year, the interest which accrues while principal and interest payments are deferred will increase by \$91.81, and your monthly principal and interest payments would increase by \$9.37.

**LATE CHARGES:** If a payment is more than 15 days late, you may be charged \$5.00 or 3% of the payment, whichever is less. If you default, Lender (or any subsequent holder or any subsequent holder of your Loan Note) may increase the margin used to compute the Annual Percentage Rate by two percentage points (2%).

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

**Estimates:** All numerical disclosures except the late payment disclosure are estimates.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, any security interest and prepayment refunds and penalties.

Principal Amount of Note (Amount Financed plus Prepaid Finance Charge) \$ 4,915.38

Itemization of Amount Financed

Amount paid to CHERYL L. CUMMINGS \$ 4,473.00

Amount paid to \$ \_\_\_\_\_

Total Amount Financed \$ 4,473.00

Itemization of Prepaid Finance Charge

Origination Fee \$ 442.38

Total Prepaid Finance Charge(s) \$ 442.38